



Mid Valley Title & Escrow Company

2295 Feather River Blvd., Suite A, Oroville, CA 95965

Affiliated with
First American Title Insurance Company

Escrow Officer: Angela Mastelotto
Phone: (530)533-6680
Fax No.: (866)879-4761
E-Mail: amastelotto@firstam.com

E-Mail Loan Documents to: OrovilleEdocs.ca@firstam.com

Title Officer: Angela Mastelotto
Phone: (530)533-6680
Fax No.: (866)879-4761
E-Mail: amastelotto@firstam.com
Buyer: Feather River Recreation
Owner: State of California
Property: 9476 Oro Quincy Highway
Berry Creek, CA 95916

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 07, 2010 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Standard Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

State of California

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2010-2011 are exempt.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

RE-CHECK SUPPLEMENTAL TAXES PRIOR TO THE CLOSE OF ESCROW.

3. An easement for public utilities and incidental purposes in the document recorded October 19, 1954 as in Book 779, Page 553 of Official Records.

Affects Parcel II.

The location of the easement cannot be determined from record information.

4. The right to use water, as granted by Jane L. Grussendorf, a widow, to the State of California, by Gift Deed recorded June 13, 1963, in Book 1251, Page 416.

Terms and provisions contained in the above document.

Affects Parcels I and II.

5. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed December 11, 1968 in Book 33, Page 50 .

Affects Parcels I and II.

6. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed June 12, 1973 in Book 47, Pages 11 and 12 .

Affects Parcels I and II.

7. An easement for public road and incidental purposes in the document recorded June 25, 1976 as in Book 2081, Page 489 of Official Records.

Affects as shown on map attached to said document.

8. With respect to State of California, we will require copies of the articles of organization, bylaws, and other governing documents and any amendments thereto. Other requirements will be made following a review of such documents.

SOC:kk

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

2. The Vestee herein acquired Title by Document (s) Recorded March 17, 1949, in Book 497, Page 145, as to Parcel I; March 22, 1962, in Book 1170, Page 613, as to Parcel II; January 22, 1965, in Book 1355, Page 470, as to Parcel III..

The map attached, if any, may or may not be a survey of the land depicted hereon. Mid Valley Title & Escrow Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Butte, State of California, described as follows:

PARCEL I:

COMMENCING AT A 1-INCH IRON PIN WHICH MARKS THE SE CORNER OF SECTION 32, T. 21 N., R. 5 E., M.D.B. & M., RUNNING THENCE N. 88 DEG. 06' W. 894.7 FEET ALONG THE TOWNSHIP LINE, TO A POINT ON THE EASTERLY SIDE OF THE OROVILLE-QUINCY ROAD WHICH IS THE POINT OF BEGINNING OF THE DESCRIPTION OF THE PROPERTY HEREBY CONVEYED; RUNNING THENCE S. 88 DEG. 06' E. 241.92 FEET ALONG SAID TOWNSHIP BOUNDARY LINE TO A POINT, RUNNING THENCE S. 32 DEG. 28' W. 350.08 FEET TO A POINT; THENCE S. 89 DEG. 00' W. 234.15 FEET TO A POINT ON THE EASTERLY SIDE OF THE OROVILLE-QUINCY ROAD; RUNNING THENCE ALONG THE EASTERLY BOUNDARY OF SAID ROAD N. 41 DEG. 04' E. 151.49 FEET TO A POINT; THENCE N. 22 DEG. 40' E. 209.48 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PORTION OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, M.D.B. & M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 21 NORTH, RANGE 5 EAST, M.D.B. & M.; THENCE SOUTH 87 DEG. 43' 30" WEST A DISTANCE OF 894.7 FEET ALONG THE NORTH LINE OF SAID SECTION 5 TO A POINT ON THE EASTERLY SIDE OF THE OROVILLE-QUINCY ROAD, AS SAID ROAD EXISTED ON FEBRUARY 1, 1959, WHICH POINT IS THE TRUE POINT OF BEGINNING FOR THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 87 DEG. 43' 30" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 5, A DISTANCE OF 276.68 FEET TO A POINT FROM WHICH THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 21 NORTH, RANGE 5 EAST, M.D.M. LIES NORTH 87 DEG. 43' 30" EAST A DISTANCE OF 618.02 FEET; THENCE LEAVING THE NORTH LINE OF SAID SECTION 5, SOUTH 32 DEG. 28' WEST 560.17 FEET; THENCE NORTH 55 DEG. 20' WEST 227.30 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID COUNTY ROAD; THENCE ALONG SAID EASTERLY BOUNDARY NORTH 32 DEG. 26' EAST 393.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND HERETOFORE CONVEYED TO THE STATE OF CALIFORNIA BY DEED DATED FEBRUARY 21, 1948 AND RECORDED MARCH 17, 1949 IN BOOK 497 OF OFFICIAL RECORDS, PAGE 145, RECORDS OF BUTTE COUNTY, CALIFORNIA.

PARCEL III:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32 TOWNSHIP 21 NORTH, RANGE 5 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 32 WITH THE EAST BOUNDARY OF THE COUNTY ROAD FROM BIDWELL BAR TO QUINCY AS SAID ROAD EXISTED ON FEBRUARY 1, 1959, SAID POINT BEING SOUTH 87 DEG. 43' 30" WEST A DISTANCE OF 894.7 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87 DEG. 43' 30" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 276.68 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 32 WHICH BEARS SOUTH 87 DEG. 43' 30" WEST A DISTANCE OF 618.02 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 32;

THENCE LEAVING SAID SOUTH LINE NORTH 32 DEG. 28' EAST 31.48 FEET TO A POINT;
THENCE NORTH 87 DEG. 22' WEST 274.26 FEET ALONG AN EXISTING FENCE TO THE EASTERLY
BOUNDARY OF SAID COUNTY ROAD; THENCE SOUTH 21 DEG. 08' WEST ALONG THE EASTERLY
BOUNDARY OF SAID COUNTY ROAD A DISTANCE OF 53.77 FEET TO THE POINT OF
BEGINNING.

APN: 071-450-001

WIRING INSTRUCTIONS

PAYABLE TO: MID VALLEY TITLE & ESCROW COMPANY
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3012250000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

CUSTOMER NAME: FEATHER RIVER RECREATION
FILE NUMBER: 0403-3632715 (AM)
ATTENTION: ANGELA MASTELOTTO

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **MID VALLEY TITLE & ESCROW COMPANY. FUNDS MUST BE WIRED FROM A U.S. BANK.** PLEASE NOTIFY **ANGELA MASTELOTTO** AT **(530)533-6680** WHEN YOU HAVE TRANSMITTED YOUR WIRE. FAX NUMBER: **(866)879-4761**

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR NAME(S) ARE NOT INCLUDED**

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local Mid Valley Title & Escrow Company Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992

Mid Valley Title & Escrow Company

**WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * land division
 - * improvements on the land
 - * environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
- * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008

Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building
 - b. zoning
 - c. land use
 - d. improvements on the land
 - e. land division
 - f. environmental protectionThis Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

Mid Valley Title & Escrow Company

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
(e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

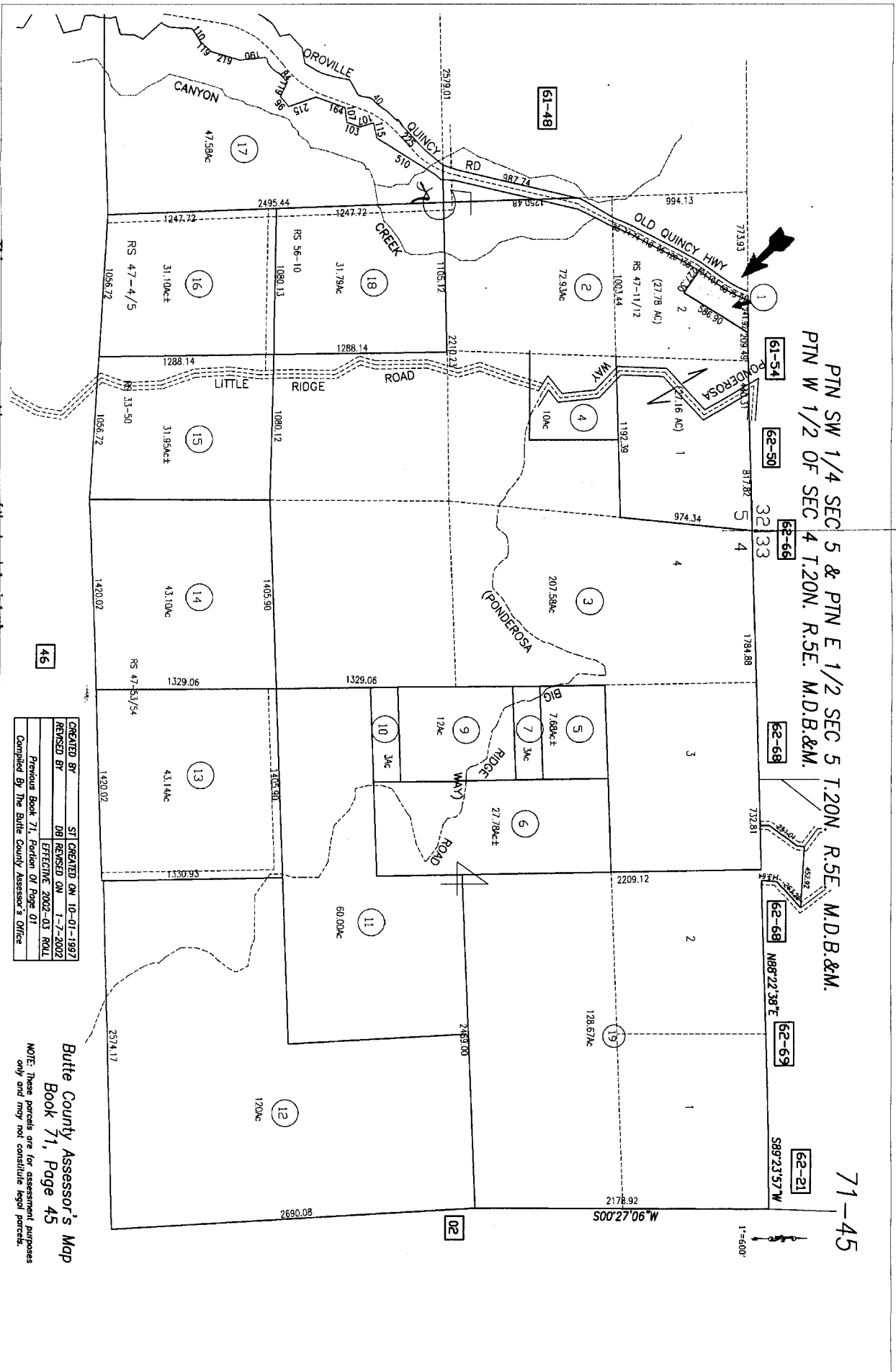
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

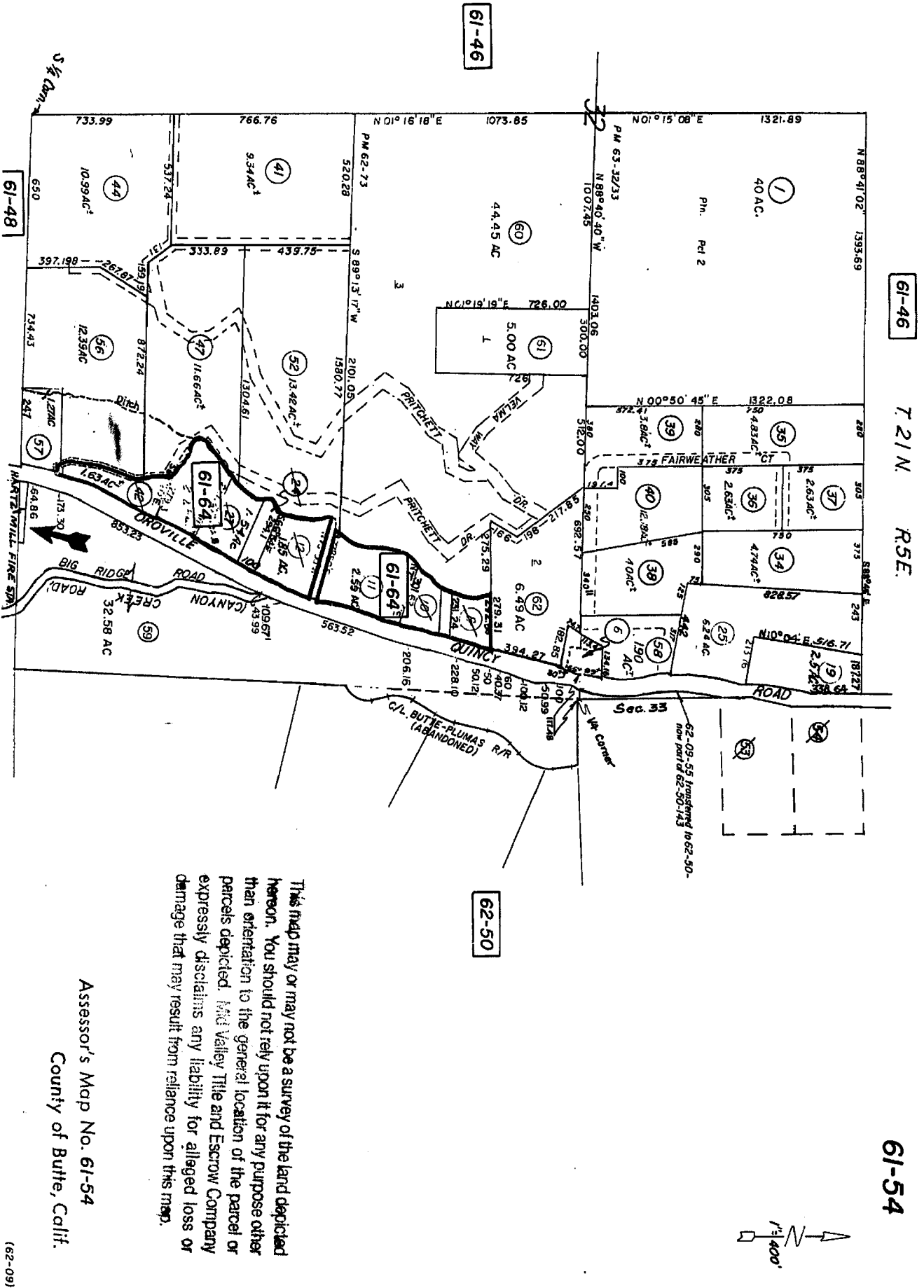
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

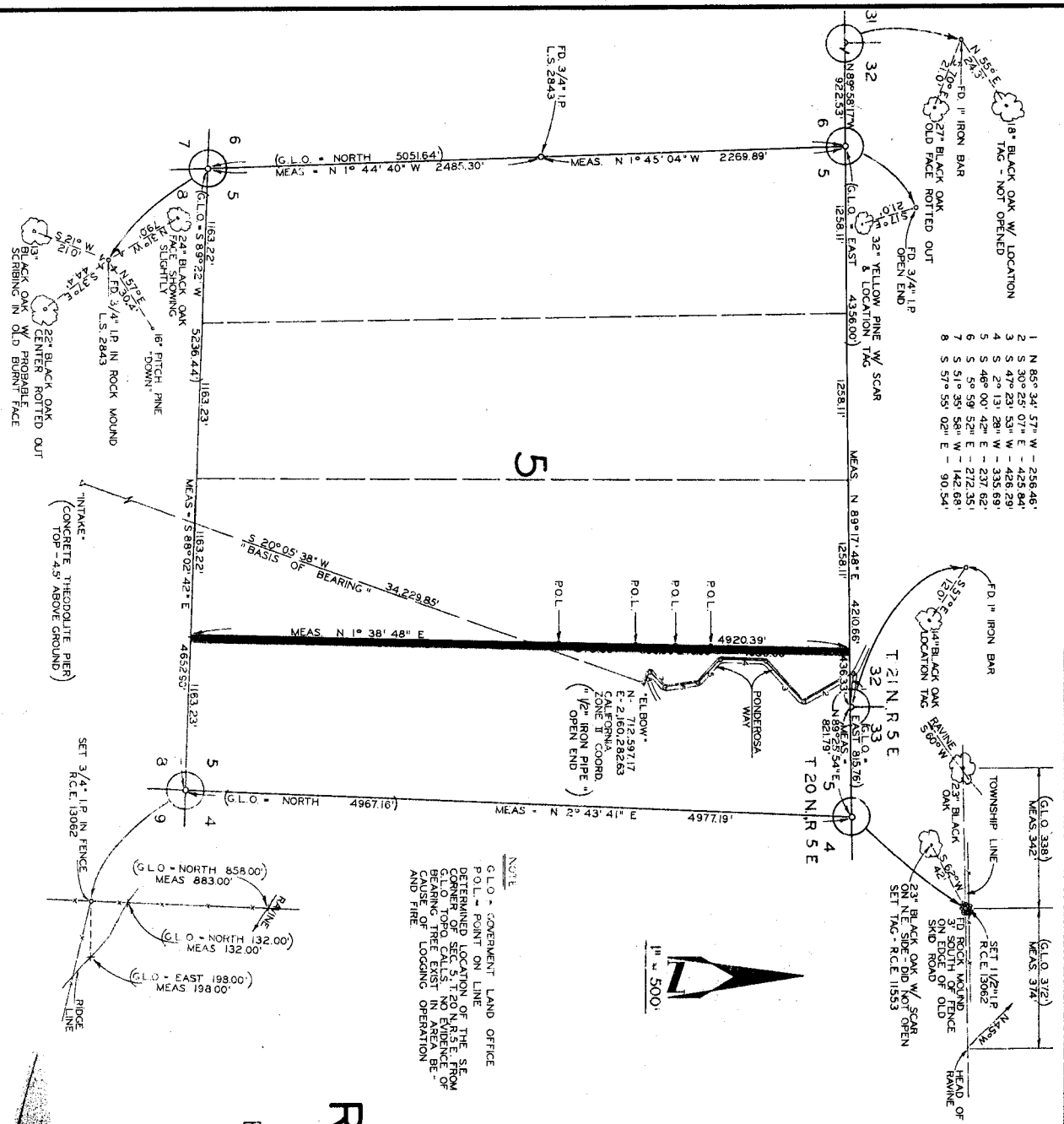


This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. Mid Valley Title and Escrow Company expressly disclaims any liability for alleged loss or damage that may result from reliance upon this map.



Assessor's Map No. 61-54
County of Butte, Calif.

(62-09)



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF B. J. MASSAR 1968.

[Signature]
DAN J. COOK
RCE 13062

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT THIS 12th DAY OF DECEMBER 1968.

[Signature]
CIZAY CASTLEBERRY
RCE 14224
DIRECTOR OF PUBLIC WORKS

RECORDER'S CERTIFICATE

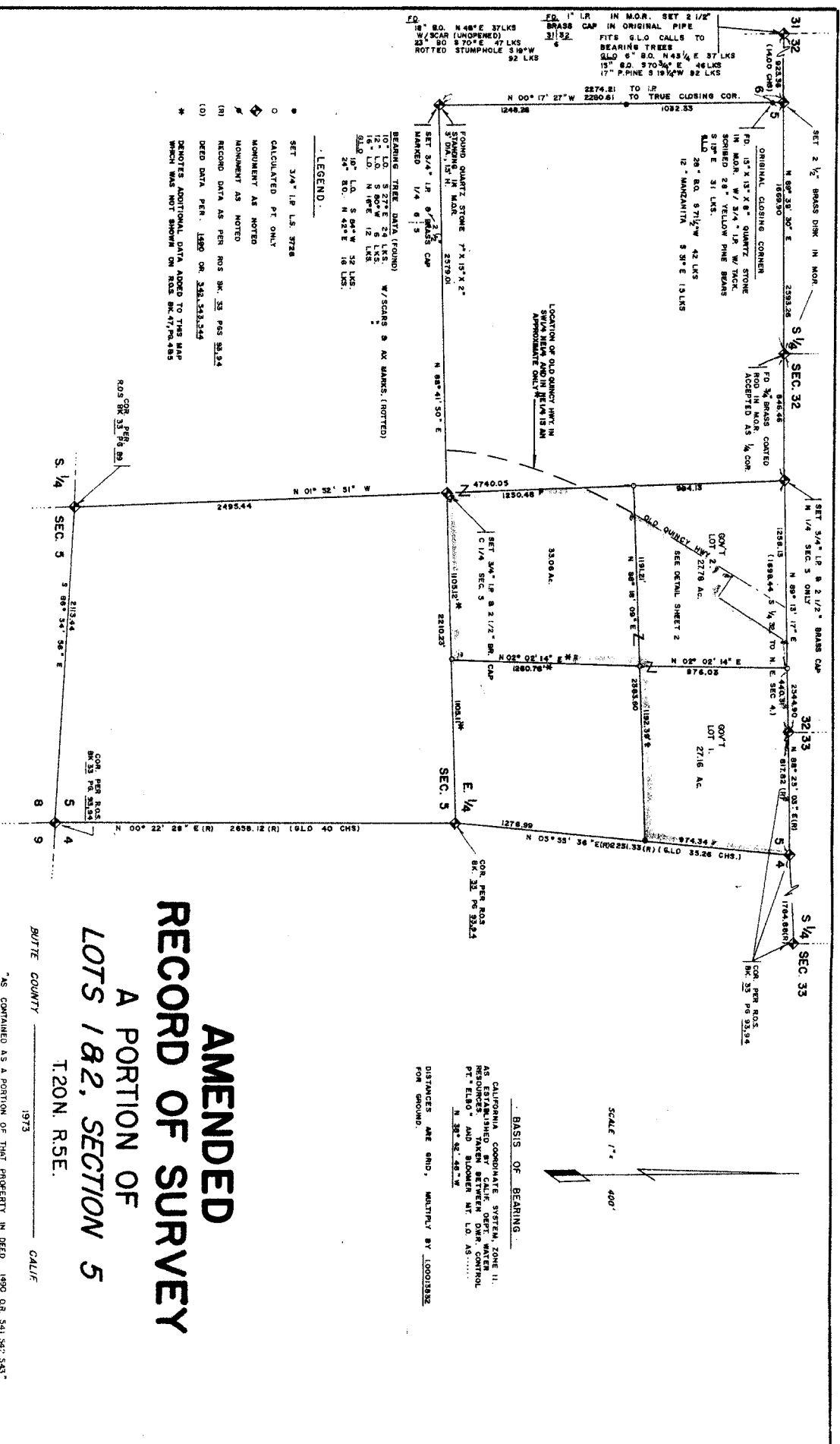
FILED THIS 11th DAY OF DECEMBER 1968 AT 2:20 P.M. IN BOOK 32 OF Maps, At Page 2, AT THE REQUEST OF Cook Associates.

[Signature]
Paul G. Johnson
COUNTY RECORDER

RECORD OF SURVEY

THE ESTABLISHMENT OF THE
EASTERLY NORTH-SOUTH 1/6 LINE
OF SECTION 5, T. 20 N, R. 5 E.
M.D.B. & M.
BUTTE COUNTY, CALIFORNIA

COOK
ASSOCIATES
ENGINEERS
CONSULTANTS
ORVILLE
CALIFORNIA



SURVEYOR'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION IN CONFORMANCE WITH THE LAND SURVEYORS ACT AT THE REQUEST OF LOU THOMAS IN MARCH 1973.

Charles W. Wancy
CHARLES W. WANCY 3728

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT THIS 12 OF JUNE 1973.

Ed. L. Lister
CLAY DELLSBERRY RCL 15224
COUNTY SURVEYOR

RECORDER'S CERTIFICATE

FILED THIS 12 DAY OF JUNE 1973 AT 10:50 AM IN BOOK 47 OF MAPS AT PAGE 1742 AT THE REQUEST OF KENDALL ENGINEERING.

Donna J. Kender
DONNA J. KENDER
COUNTY RECORDER

KENDALL ENGINEERING

1751 OHIO GLEN BLVD., SUITE 2
DENVILLE, CALIFORNIA - 95965
(916) 334-7550



SHEET 1 OF 2

AS CONTAINED AS A PORTION OF THAT PROPERTY IN DEED 1899 OR 541,562,543.

BUTTE COUNTY 1973 CALIF

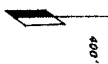
AMENDED RECORD OF SURVEY A PORTION OF LOTS 182, SECTION 5 T.20N. R.5E.

BASIS OF BEARING.

CALIFORNIA COORDINATE SYSTEM, ZONE 11, AS ESTABLISHED BY CALIF. DEPT. WATER RESOURCES, 1983, NAD 83, BLM 80° AND BLM 80° N. 10° 45' 48\"/>

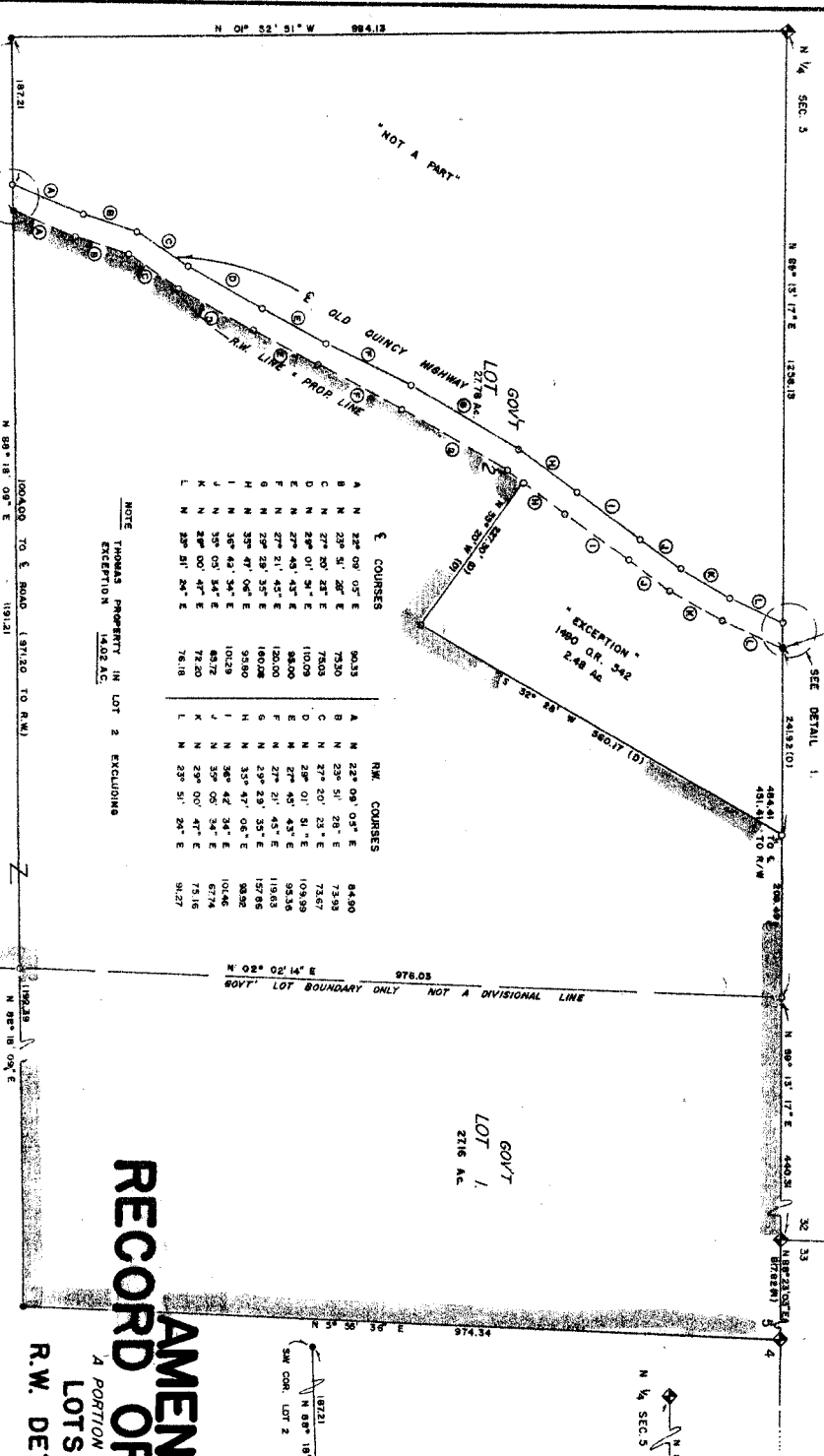
DISTANCES ARE GROUND, MULTIPLY BY 1.0001382 FOR SLOPE.

SCALE 1\"/>



47-12

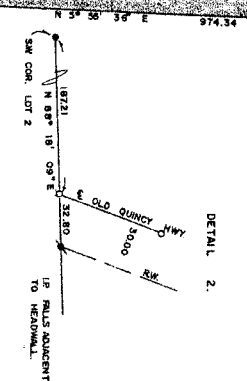
- LEGEND.
- SET 3/4" I.P. L.S. 3728
 - CALCULATED PT. ONLY
 - ◆ MONUMENT AS NOTED
 - ▲ MONUMENT AS NOTED
 - (R) RECORD DATA AS PER NOS BK. 33 PGS. 24, 24
 - (D) DEED DATA PER 1480 OR. 542, 543, 544
 - * DENOTES ADDITIONAL (AS OTHER PGS)



E. COURSES		R.W. COURSES	
A	N 22° 09' 05" E	A	N 22° 09' 05" E
B	N 22° 31' 26" E	B	N 22° 31' 26" E
C	N 27° 50' 23" E	C	N 27° 50' 23" E
D	N 27° 01' 31" E	D	N 27° 01' 31" E
E	N 27° 43' 45" E	E	N 27° 43' 45" E
F	N 27° 51' 32" E	F	N 27° 51' 32" E
G	N 27° 51' 32" E	G	N 27° 51' 32" E
H	N 32° 47' 04" E	H	N 32° 47' 04" E
I	N 32° 47' 04" E	I	N 32° 47' 04" E
J	N 32° 47' 04" E	J	N 32° 47' 04" E
K	N 32° 47' 04" E	K	N 32° 47' 04" E
L	N 32° 47' 04" E	L	N 32° 47' 04" E

NOTE: THOMAS PROPERTY IN LOT 2 EXCLUDING EXCEPTION 1482 AC

AMENDED RECORD OF SURVEY A PORTION OF LOTS 1 & 2. R.W. DETAIL



SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT AT THE REQUEST OF LOU THOMAS IN MAR. 1973.

Charles W. Woodcock
CHARLES W. WOODCOCK, L.S. 3728

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT THIS 16 DAY OF MARCH, 1973.

Clay R. L. R. R.
CLAY R. L. R. R., COUNTY SURVEYOR

RECORDERS CERTIFICATE

FILED THIS 12 DAY OF OCTOBER, 1973 AT 10:44 AM IN BOOK 17 OF MAPS AT PAGE 174241 AT THE REQUEST OF KENDALL ENGINEERING.

Donna K. K. K.
DONNA K. K. K., COUNTY RECORDER



KENDALL ENGINEERING

1751 QND DAW BLVD - SUITE 2
GROVILLE, CALIFORNIA - 95865
(916) 354-7550

JOB NO. 73-509

SHEET 2 OF 2

497

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized this 17th day of March, 1949.

(SEAL)

BUTTE COUNTY TITLE COMPANY, Trustee
BY: W. G. McADAMS.....Vice President
BY: A. R. CUNDY.....Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF BUTTE)SS

On March 17, 1949, before me, D. W. Baldwin, a Notary Public in and for said County and State, personally appeared W. G. McAdams and A. R. CUNDY, known to me to be the vice president and assistant secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same as trustee.

(SEAL)

D. W. BALDWIN, Notary Public.

My commission expires Nov. 2, 1949.

Recorded at the request of BUTTE COUNTY TITLE CO. Mar 17, 1949 at 25 min. past 4 o'clock P.M., in Volume 497 of Official Records, page 144, Butte County Records.

No. 11494

Fee \$2.10

Computed

Trans. C.M.
Doc. R. 771.

ETHEL M. ESTES.....RECORDER

BY *Carmelita E. Hill* DEPUTY RECORDER

EDWIN B. GRUSSENDORF ET UX

TO

STATE OF CALIFORNIA

GRANT DEED (INDIVIDUAL)

For value received, to-wit: the sum of Eighty-five and no/100 (\$85.00) Dollars, EDWIN B. GRUSSENDORF and JANE L. GRUSSENDORF, husband and wife, GRANT to STATE OF CALIFORNIA, all that real property situate in the County of Butte, State of California, described as follows: Commencing at a 1-inch iron pin which marks the SE corner of Section 32 T. 21 N., R. 5 E., M. D. B. & M., running thence N. 88° 06' W. 894.7 feet along the township line to a point on the Easterly side of the Oroville-Quincy Road which is the point of beginning of the description of the property hereby conveyed; running thence S. 88° 06' E. 241.92 feet along said township boundary line to a point, running thence S. 32° 28' W. 350.08 feet to a point; thence S. 85° 00' W. 234.15 feet to a point on the Easterly side of the Oroville-Quincy Road; running thence along the Easterly boundary of said road N. 41° 04' E. 151.49 feet to a point; thence N. 22° 40' E. 209.43 feet to the point of beginning, containing 1.54 acres more or less.

WITNESS our hands this 21st day of February, 1948.

EDWIN B. GRUSSENDORF

JANE L. GRUSSENDORF

STATE OF CALIFORNIA)
COUNTY OF BUTTE)SS

On February 21st, 1948, before me, MARIE A. FORSE, a Notary Public, in and for said Butte County and State, personally appeared EDWIN B. GRUSSENDORF and JANE L. GRUSSENDORF, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

MARIE A. FORSE, Notary Public.

My commission expires April 23, 1951.

STATE OF CALIFORNIA
DEPARTMENT OF FINANCE

STATE CAPITAL

SACRAMENTO, CALIFORNIA.

CERTIFICATE OF APPROVAL

The undersigned, Director of Finance of the State of California, hereby consents to the execution of the annexed conveyance dated February 21, 1948 from EDWIN B. GRUSSENDORF and JANE L. GRUSSENDORF, to the STATE OF CALIFORNIA of real property in the County of Butte, State of California, and accepts the said conveyance and the real property described therein upon behalf of the State of California.

S. 8.5.

Dated: March 11, 1949.

JAMES S. DEAN, Director of Finance.

BY: A. KARL WASHBURN, Deputy Director of Finance.

Recorded at the request of BUTTE COUNTY TITLE CO. Mar. 17, 1949 at 26 min. past 4 o'clock P.M. Vol. 497, page 145, Official Records of Butte County, California.

No. 11495

Fee & No. Sec. *11495* *11495*

ETHEL M. ESTES.....COUNTY RECORDER
BY *Carmelita E. Hill* DEPUTY RECORDER

BANK OF AMERICA NT&SA (TR)

TO

J. M. WOODS ET UX

FULL RECONVEYANCE

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, organized and existing under the laws of the United States of America, as Trustee under Deed of Trust dated November 28, 1947, made by J. M. WOODS and MONTEEN WOODS, husband and wife, Trustor, and recorded January 14, 1948, in Book 471, page 179, of Official Records in the office of the Recorder of Butte County, California, has received from Beneficiary thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and that said Deed of Trust and the note or notes secured thereby have been surrendered to said Trustee for cancellation;

NOW, THEREFORE, in accordance with said request and the provisions of said Deed of Trust, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee, does hereby reconvey without warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, the estate now held by it thereunder.

IN WITNESS WHEREOF, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, As Trustee has this 17th day of March, 1949, caused its name to be hereto affixed by its Trust Officer and its Assistant Trust Officer, thereunto duly authorized.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Trustee

BY: J. J. MADIGAN.....TRUST OFFICER

BY: F. C. IRVINE....Assistant Trust Officer

STATE OF CALIFORNIA)

COUNTY OF BUTTE) SS

On this 17th day of March, 1949, before me, Julia M. Shaffer, a Notary Public in and for said County personally appeared J. J. Madigan, known to me to be the Trust Officer and F. C. IRVINE, known to me to be the Assistant Trust Officer of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, the national banking association that executed the foregoing instrument as Trustee, and known to me to be the persons who executed the same on behalf of the national banking association therein named, and acknowledged to me that such national banking association executed the same as trustee.

WITNESS my hand and official seal.

(SEAL)

JULIA M. SHAFFER, Notary Public in and for said County and State.

My commission expires September 27, 1949.

Recorded at the request of BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION Mar. 18, 1949 at 35 min. past 9 o'clock A.M. Vol. 457, page 146, Official Records of Butte County, California.

No. 11502

Fee \$2.00

Compared *Bank C.U.*
Doc R.M.

ETHEL M. ESTES.....COUNTY RECORDER
BY *Carmelita E. Hill* DEPUTY RECORDER

DUPLICATE ORIGINAL

BURAN EQUIPMENT COMPANY

TO

AMERICAN TRUST COMPANY

MORTGAGE OF CHATTELS

THIS MORTGAGE, made the 5th day of March, 1949, by Buran Equipment Company, a California Corporation of the City of Oakland, County of Alameda, State of California, by occupation a dealer in road building machinery, Mortgagor, to AMERICAN TRUST COMPANY, a corporation incorporated under the laws of the State of California, by occupation a banking corporation, Mortgagee.

WITNESSETH:

That Mortgagor Mortgages to Mortgagee all the following personal property situated

BOOK 1170 PAGE 613

GRANT DEED
(INDIVIDUAL)

I, _____

GRANT to the STATE OF CALIFORNIA all that real property in
the County of Butte, State of California, described as:

A portion of Lot 2 of the Northeast quarter of
Section 5, Township 20 North, Range 5 East, M.D.B.&M.,
and more particularly described as follows:

COMMENCING at the Southeast corner of Section
32, Township 21 North Range 5 East, M.D.B.&M.;
thence South $87^{\circ} 43' 30''$ West a distance of 894.7
feet along the North line of said Section 5 to a
point on the Easterly side of the Oroville-Quincy
Road, as said road existed on February 1, 1959,
which point is the true point of beginning for the
parcel of land herein described; thence North
 $87^{\circ} 43' 30''$ East along the Northerly line of said
Section 5, a distance of 276.68 feet to a point
from which the Southeast corner of Section 32,
Township 21 North, Range 5 East, M.D.M. lies North
 $87^{\circ} 43' 30''$ East a distance of 618.02 feet; thence
leaving the North line of said Section 5, South
 $32^{\circ} 28'$ West 560.17 feet; thence North $55^{\circ} 20'$ West
227.30 feet to a point on the Easterly boundary of
said County Road; thence along said Easterly
boundary North $32^{\circ} 26'$ East 393.78 feet to the
point of beginning and containing an area of 2.49
acres, more or less.

MAR 27 1967
23098

BOOK 1170 - 614

EXCEPTING THEREFROM that certain parcel of land heretofore conveyed to the State of California by deed dated February 21, 1948 and recorded March 17, 1949 in Book 497 of Official Records, page 145, records of Butte County, California, containing 1.54 acres, more or less.

Dated this 16th day of January 19 62.

Signed and delivered
in the presence of:

Duane L. Frank James L. Greenleaf

STATE OF CALIFORNIA - OFFICIAL BUSINESS

Notary Public in and for the State of California
pursuant to Code Sec. 6103

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

NOT. 56. 22264 5-22 54 670

FORM R/W-5

STATE OF CALIFORNIA, COUNTY OF Yuba
On this 16th day of January, in the year one thousand nine hundred and 1962,
before me, Marie G. Anderson, a Notary Public in and for said County and State, residing therein, duly commissioned
and sworn, personally appeared Duane L. Frank
known to me to be the person whose name is subscribed in the within instrument as a subscribing witness therein, who, being by me duly sworn depose
and said: that he resides in the County of Butte, State of California;
that he was present and saw James L. Greenleaf
personally known to him to be the person described in and who executed the said within instrument as part
sign and execute the same; that he, the affiant, then and there, at the request of said person, subscribed his name as a witness thereto.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Marie G. Anderson
Marie G. Anderson
Notary Public in and for the County of
Yuba, State of California.

My commission expires April 5, 1965.

MAR 22 1962
23098

BOOK 1170 PAGE 615

Exhibit "I"
of minutes
State Public Works Board
February 26, 1962

RESOLUTION OF STATE PUBLIC WORKS BOARD APPROVING ACQUISITION
OF REAL PROPERTY UNDER SECTION 15854 OF THE GOVERNMENT CODE

(Forestry - Harts Mill Forest Fire Station)

WHEREAS, the owner of the hereinafter identified parcel of real property has agreed to sell said parcel to the State for the consideration set forth in the hereinafter identified agreement, subject to the terms and conditions contained therein;

NOW THEREFORE BE IT RESOLVED, the STATE PUBLIC WORKS BOARD by unanimous vote hereby determines the consideration set forth in the hereinafter identified agreement is fair and reasonable for the purchase of certain property in the County of Butte, State of California, as more particularly described and in that certain resolution adopted by this Board on September 25, 1961, and designated as Exhibit "A" of the minutes of that date, and acquisition by condemnation is not necessary.

<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
2	1/16/62	1/16/62	Grussendorf

BE IT FURTHER RESOLVED that the conveyance identified above is hereby accepted on behalf of the State of California and either the Chairman or Administrative Secretary of this Board is authorized to execute said agreement and such other instruments as may be necessary to complete the acquisition of said real property.

END RESOLUTION

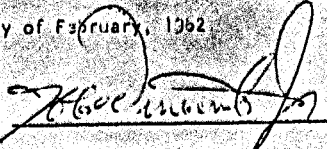
I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on February 26, 1962

WITNESS MY HAND this 26th day of February, 1962

23098
RECORDED AT THE REQUEST OF
BUTTE COUNTY TITLE CO.
MAR 22 1962

at 58 min. past 3 o'clock
P. M. Vol. 1170 page 613
OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder

By _____
Fee \$ NO FEE COUNTY RECORDER


Administrative Secretary
State Public Works Board

Page 1 of 1

23098

MAR 22 1962
23098

Return to:
Property Acquisition Service
Department of General Services
1108 "O" Street, Room 309
Sacramento 14, Calif.

BOOK 1355 PAGE 470

RECORDED AT THE REQUEST OF
BUTTE COUNTY TITLE CO.
JAN 22 1965

at 12 min. past 2 o'clock
P. M. Vol. 1355 page 470

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder
By *Ethel M. Estes*
FEE \$ NO FEE

GRANT DEED
(INDIVIDUAL)

I, Alison V. Boehm, also known as Alison Boehm

(a widow)

GRANT to the STATE OF CALIFORNIA all that real property in
the County of Butte, State of California, described as:

A portion of the Southeast quarter of Section
32, Township 21 North, Range 5 East, M.D.B.&M.,
described as follows:

BEGINNING at the intersection of the South
line of said Section 32 with the East boundary of
the County road from Bidwell Bar to Quincy as said
road existed on February 1, 1959, said point being
South 87° 43' 30" West a distance of 894.7 feet
from the Southeast corner of said Section 32; thence
North 87° 43' 30" East along the Southerly line of
said Section 32, a distance of 276.68 feet to a
point on the South line of said Section 32 which
bears South 87° 43' 30" West a distance of 618.02
feet from the Southeast corner of said Section 32;
thence leaving said South line North 32° 28' East
31.48 feet to a point; thence North 87° 22' West
274.26 feet along an existing fence to the Easterly
boundary of said County Road; thence South 21° 08' West along the Easterly

STATE OF CALIFORNIA — OFFICIAL BUSINESS
Document entitled to free registration
pursuant to Gov't. Code Sec. 6103

B

18412
JAN 22 1965

boundary of said County Road a distance of 53.77 feet to the point of beginning and containing an area of 0.27 acre, more or less.

Dated this 10th day of October 19 63.

Signed and delivered
in the presence of:

STATE OF CALIFORNIA.

County of Butte ss.

On this 10th day of October in the year one thousand nine hundred and sixty-three

before me, SHIRLEY MOORE

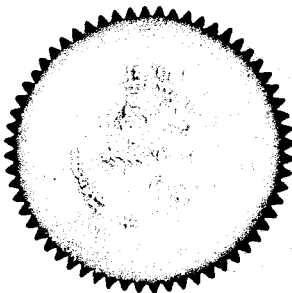
a Notary Public in and for the _____ County of _____
Butte State of California, residing therein,

duly commissioned and sworn, personally appeared

ALISON V. BOEIM, also known as ALISON BOEIM

known to me to be the person whose name is _____ subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the _____ County of Butte the day and year in this certificate first above written.



(Acknowledgment - General)

Notary Public in and for the _____ County of Butte State of California.
My Commission Expires Feb. 13, 1967

18412
JAN 22 1965

RESOLUTION OF STATE PUBLIC WORKS BOARD APPROVING ACQUISITION
OF REAL PROPERTY UNDER SECTION 15854 OF THE GOVERNMENT CODE
FOR THE DEPARTMENT OF CONSERVATION, DIVISION OF FORESTRY

(Additional Land - Harts Mills Forest Fire Station)

WHEREAS, the owner of the hereinafter identified parcel of real property has agreed to sell said parcel to the State for the consideration set forth in the hereinafter identified agreement, subject to the terms and conditions contained therein;

NOW, THEREFORE, BE IT RESOLVED, the STATE PUBLIC WORKS BOARD by unanimous vote hereby determines the consideration set forth in the hereinafter identified agreement is fair and reasonable for the purchase of certain property in the County of Butte, State of California, as more particularly described in that certain resolution adopted by this Board on September 25, 1961, and designated as Exhibit "A" of the minutes of that date, and acquisition by condemnation is not necessary.

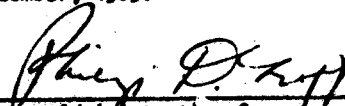
<u>Parcel Number</u>	<u>Date of Agreement</u>	<u>Date of Conveyance</u>	<u>Grantor</u>
1	10-10-63	10-10-63	Allison V. Boehm

BE IT FURTHER RESOLVED that the conveyance identified above is hereby accepted on behalf of the State of California and either the Chairman or Administrative Secretary of this Board is authorized to execute said agreement and such other instruments as may be necessary to complete the acquisition of said real property.

END RESOLUTION

I HEREBY CERTIFY the foregoing to be a full, true and correct copy of a resolution adopted by unanimous vote of the State Public Works Board on December 13, 1963.

WITNESS MY HAND this 13th day of December, 1963.


Assistant Administrative Secretary
State Public Works Board

Est. 17390-Groville
ID-794 (Revised 6-26-50)

Parcel 18

739 553

The undersigned, Grantors, grant to The Pacific Telephone and Telegraph Company, a corporation, its successors and assigns, Grantee a right of way, with the right to construct, place, inspect, maintain, remove, repair, replace, use, operate and patrol such aerial wires, cables and other electrical conductors with associated poles, crossarms, anchors, guys and fixtures as Grantee may from time to time require, and with the right of access thereto, across and upon the following described property in the County of Butte, State of California:

The Northwest quarter (NW) of Section 8, and that portion of the Southwest quarter of the Northeast quarter (SW of NE) and the Southeast quarter of the Northwest quarter (SE of NW) of Section 5, lying east of the East line of the Groville - Quincy Highway; also, Lot 2 of the Northeast quarter (NE) of Section 5, all in Township 20 North, Range 5 East, E.D.B. & M.

EXCEPTING THEREFROM that certain parcel of land described in Deed from Edwin B. Grussendorf and Jane L. Grussendorf, his wife, to the State of California, dated February 21, 1945 and recorded March 17, 1945 in Volume 497 of Official Records, Page 145, Butte County Records.

It is understood that Grantee shall purchase an undivided interest in the ownership of Pacific Gas and Electric Company's existing poles upon said property and that Grantee shall use said existing poles or pole locations, and existing poles or pole locations of the State of California, Division of Forestry, wherever possible, and shall not erect an additional and separate line of poles.

Grantors also grant to Grantee the right to trim any trees along said wires, cables, conductors and poles whenever considered necessary by Grantee for the complete enjoyment of the rights hereby granted.

Dated: July 27, 1954

Neither the value of the interest conveyed hereby nor the consideration paid therefor is in excess of One Hundred Dollars (\$100.00)

WITNESSES:

Description Current:

Right of Way Supervisor

Form Approved:

Attorney

NOTARY PUBLIC

RETURN TO

State of California,

County of Sacramento

BOOK 739 PAGE 554

On this 2nd day of September in the year One Thousand Nine Hundred and fifty-four
before me, JAS. W. MILLER, a Notary Public in and for the said Sacramento
County, residing therein, duly commissioned and sworn, personally appeared, Charles G. Willis, known to me to be the same
person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in the
County of Sacramento, State of California, that Edwin B. Grussendorf
and Jane L. Grussendorf, his wife,
personally known to him to be the same person B described in and whose name B. A. B. subscribed to and who executed the within instrument as
the page 128 thereto, may read and deliver the same, and that the said Edwin B. Grussendorf and Jane L. Grussendorf,
and he, said officer, subscribed to it.
acknowledged in the presence of said officer that he executed the same,
name to said instrument as a witness thereto.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office
County of Sacramento
the day and year in this certificate first above written.

1956 Notary Public in and for the

County of Sacramento State of California.

RECORDED AT THE REQUEST OF
THE PACIFIC TEL & TEL CO.
at 31 06 19 54
min. past 3 o'clock
P. M. Vol. 739 page 553
OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA
ETHEL M. ESTES, County Recorder
By Ethel M. Estes
Fee \$ 2.00

J.C. SCHLITZ

INDEXED BY THE NOTARY

DESCRIPTION RECORDED

RECORDED

1954

GIFT DEED (~~Individual~~)~~(No Consideration)~~

BOOK 1251 PAGE 416

FOR Value received JANE L. GRUSSENDORF, a widow
GRANTS to STATE OF CALIFORNIA

The right to use one miners inch of water; said water to be taken from the Berry Creek Water Users Association ditch passing through Grantees property, the Grantor hereby conveying that amount of water from her shares of water in the Berry Creek Water Users Association. Said one miners inch maximum to be reduced proportionally to Grantor's reduction to 1/5 miners inch minimum in the event said Berry Creek Water Users Association fails to supply Grantor's maximum shares of water.

Said water to be used on Grantee's property in the County of Butte, State of California, a portion of Section 5, T 20N, R 5E, MDM, as described in the deeds from Grantor in the Official Records of the County of Butte in Volume 1170 at page 613 and in Volume 497 at page 145.

Dated May 9, 1963

Jane L. Grussendorf

STATE OF CALIFORNIA,

County of Butte, ss.

On this 9th day of May in the year one thousand nine hundred and sixty three, before me, Harold O. Wright

a Notary Public in and for the County of Butte, State of California, residing therein, duly commissioned and sworn, personally appeared Jane L. Grussendorf

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Butte, the day and year in this certificate first above written.

Notary Public in and for the County of Butte, State of California.
My Commission Expires May 7, 1965

BOOK 1251 PAGE 417

STATE OF CALIFORNIA
DEPARTMENT OF FINANCE
STATE CAPITOL
SACRAMENTO, CALIFORNIA

CERTIFICATE OF ACCEPTANCE
GIFT

This is to certify that the interest in real property
conveyed by the deed or grant dated May 9 1963, from
JANE L. GRUSSENDORF, a widow
to the STATE OF CALIFORNIA is hereby accepted pursuant to Section
11005.1 of the Government Code of the State of California, and
the Grantee consents to recordation thereof.

HALE CHAMPION
Director of Finance

By Robert L. Harkness
Robert L. Harkness, Deputy Director

DATED:

JUN 11 1963

[Handwritten initials]

32895
RECORDED AT THE REQUEST OF
State Dept. of Finance ✓
JUN 12 1963

at 47 min. past 9 o'clock

A. M. Vol. 1251 page 417

OFFICIAL RECORDS OF
BUTTE COUNTY, CALIFORNIA

ETHEL M. ESTES, County Recorder

By Edith M. Estes

Fee \$ NO FEE

Room 1197 State Capitol
Sacramento 14, Calif.

32895

WHEN RECORDED MAIL TO

After Recording
Return To:

County of Butte
Dept. of Public Works
7 County Center Drive
Oroville, Ca. 95965

OFFICIAL RECORDS
BUTTE COUNTY-CALIF
RECORD REQUESTED BY
COUNTY OF BUTTE
JUN 25 10 08 AM 1976

LOUISE KLUENDER
COUNTY RECORDER **NO FEE**
36172

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT AND GRANT OF EASEMENT
ROAD EASEMENT**

Agency: Conservation/Forestry
Project: Harts Mill Forest Fire
Station
Parcel: EAS - 835

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through its DIRECTOR OF GENERAL SERVICES, hereinafter called State, and COUNTY OF BUTTE hereinafter called Grantee.

The State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, and in consideration of the sum of \$350.00, receipt of which is hereby acknowledged, does grant unto Grantee, its successors and assigns forever, an easement to construct, use, maintain, alter, add to, repair and replace a Public road upon, over and across that certain real property situated in the County of Butte, State of California, described on the attached page designated EXHIBIT "A" and further described by the attached map designated EXHIBIT "B".

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated June 2, 1976

GRANTEE COUNTY OF BUTTE

STATE OF CALIFORNIA
Department of General Services

By: Mark F. Carson

By: [Signature]
APPROVED: Department of Conservation

APPROVED: Division of Forestry

By: [Signature]

By: Frank E. Seader
Deputy State Forester

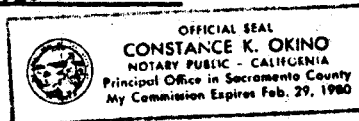
37-07-5

BOOK 2081 PAGE 489

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } ss

On this 2nd day of June, 1976, before me, Constance K. Okino, a Notary Public in and for the County of Sacramento, State of California, personally appeared R. F. COOPER, Supervising Land Agent for the Department of General Services, State of California, and known to me to be the person who executed the within instrument on behalf of said State of California and acknowledged to me that he executed the same as the free act and deed of said State of California.

WITNESS my hand and official seal. Constance K. Okino



BOOK 2081 PAGE 490

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against the State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to save harmless, indemnify, and defend State, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by the State, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted.
3. State reserves the right to use the said real property, in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. State reserves the right to remove, at State expense, and relocate all improvements placed by Grantee upon said property, upon determination that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal of said improvements, Grantee shall remove and relocate said improvements to a location on the property of Grantee designated by State. Grantee shall furnish Grantee with an easement in the property, on the same terms and conditions as herein stated, and without cost to Grantee, and Grantee thereupon shall release the State the easement hereby granted.
5. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use said Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without expense to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all cost and expense of such removal and restoration shall be paid by Grantee upon demand.

8-19-75

LEGAL DESCRIPTION

Oroville Quincy Highway
27561-73-1, Parcel 26
AP 71-01-08

STATE OF CALIFORNIA
DIVISION OF FORESTRY

A portion of Section 5, T20N, R5E, MDM and a portion of Section 32, T21N, R5E, MDM and a portion of that certain parcel of land conveyed to the State of California by deed recorded March 22, 1962, in Book 1170 at page 613 and by deed recorded January 22, 1965, in Book 1355, at page 470, Butte County Official Records, more particularly described as follows:

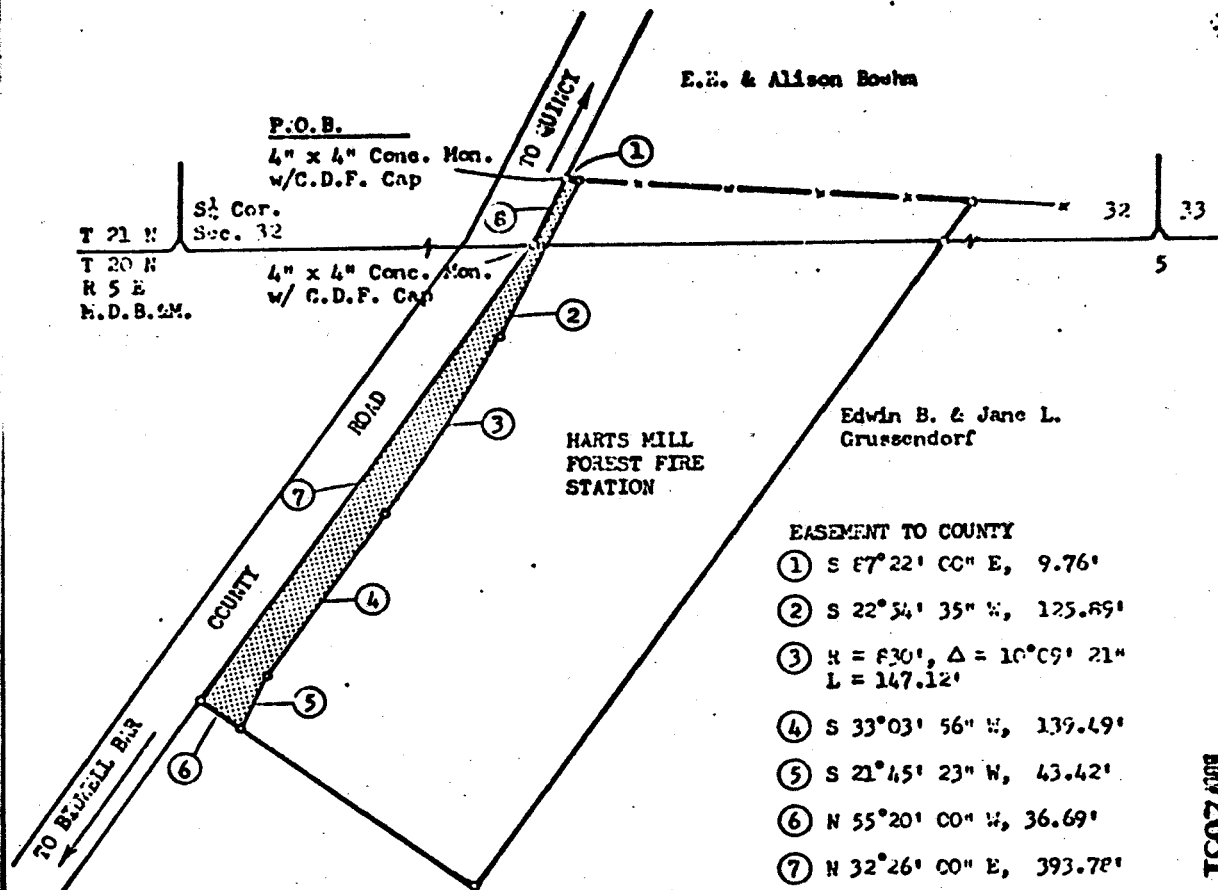
Beginning at a four inch by four inch concrete monument with State of California, Division of Forestry brass cap being the northwest corner of said State of California parcel; thence S87°22'00"E, along the north line of said State of California parcel, 9.76 feet; thence S 22°54'35"W, 125.89 feet; thence southerly along the arc of a tangent 830.00 foot radius curve, concave to the west, through a central angle of 10°09'21" for 147.12 feet; thence S33°03'56"W, 139.49 feet; thence S21°45'23"W, 43.42 feet to the south line of that parcel conveyed to the State of California by deed recorded March 22, 1962 in Book 1170 at page 613, Butte County Official Records; thence N55°20'00"W, 36.69 feet along said south line; thence N32°26'00"E, 393.78 feet to a four inch by four inch concrete monument with State of California Division of Forestry brass cap; thence N21°08'00"E, 53.77 feet to the POINT OF BEGINNING.

Containing an area of 0.246 acre, more or less, of which 0.043 acre, more or less, now lies within the existing right of way of Oroville Quincy Highway.

EXHIBIT "A"

Handwritten signatures and initials

BOOK 2081 PAGE 192



EASEMENT TO COUNTY

- ① S 87° 22' 00" E, 9.76'
- ② S 22° 54' 35" W, 125.69'
- ③ R = 830', Δ = 10° 09' 21" L = 147.12'
- ④ S 33° 03' 56" W, 139.49'
- ⑤ S 21° 45' 23" W, 43.42'
- ⑥ N 55° 20' 00" W, 36.69'
- ⑦ N 32° 26' 00" E, 393.78'
- ⑧ N 21° 08' 00" E, 53.77'

B/SIS OF BEARING

Grant Deed to State of California
By Alison V. Boehm
1355/O.R./470

Grant Deed to State of California
By Jane L. Grussendorf
1170/O.R./613

EASEMENT TO BUTTE COUNTY
FOR ROAD RIGHT OF WAY .0.246 Ac.

EXHIBIT "A"

DRAWN BY J. TATIAN	FILE NO.
CHECK BY J. TATIAN	CHECK DATE 8/25/75
APPROVED	
SITE	DATE

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF CONSERVATION
DIVISION OF FORESTRY



PLAN CATEGORY	BOUNDARY MAP
PROJECT	EASEMENT TO BUTTE COUNTY FOR ROAD RIGHT OF WAY
LOCATION	HARTS MILL FOREST FIRE STA. BUTTE COUNTY
SHEET NO.	1 OF 1
PLAN NO.	

BOOK 2081 PAGE 493

76-30

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF
OROVILLE-QUINCY ROAD EASEMENT AGREEMENT

BE IT RESOLVED by the Board of Supervisors of the County of Butte,
State of California, as follows:

1. That said County enter into Easement Agreement with State of
California through its Department of General Services and as approved by its
Department of Conservation for rights of way needed for road purposes on
Oroville-Quincy Road Project 27561-73-1, vicinity of Harts Mill Fire Station,
and the Chairman of the Board be authorized to execute an acceptance of said
easement and the terms thereof on behalf of said County;

2. That Clerk of this Board be authorized to attach certified copy
of this resolution to said agreement.

PASSED AND ADOPTED this 9 day of March, 1976,
by the following vote:

AYES: Supervisors Madigan, McKillop and Chairman Cameron

NOES: none

ABSENT: Supervisor Richter

NOT VOTING: Supervisor Ladd


Ward Cameron, Chairman Butte County
Board of Supervisors

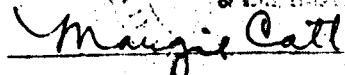
ATTEST: Clark A. Nelson, County Clerk
and ex-officio Clerk of the
Board of Supervisors


Clerk or Deputy

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL ON FILE AND ON RECORD IN THIS OFFICE.

ATTEST: March 11 19 76

CLARK A. NELSON


Margie Calt, Deputy

END OF DOCUMENT

BOOK 2081 PAGE 494